

09/739,340

PATENTIN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Moton Jr. et al. Examiner: William Cumming  
Serial No.: 09/739,340 Group Art Unit: 2683  
Filed: December 19, 2000 Docket No.: 60027.0407US01/BS00068  
Title: System and Method for Using Location Information to Execute an Action

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CERTIFICATE UNDER 37 CFR 1.8:

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail, with sufficient postage, in an envelope addressed to: Mail Stop Amendment, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on March 10, 2005.

Michael T. Lukon

**TERMINAL DISCLAIMER UNDER 37 C.F.R. 1.321(b)**

Mail Stop Amendment  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Dear Sir/Madam:

Petitioner, BellSouth Intellectual Property Corporation, a corporation organized and existing under the laws of the State of Delaware and having its primary place of business at 824 Market Street, Suite 901, Wilmington, in the county of New Castle, and the state of Delaware represents that it is the owner of the entire right, title and interest in U.S. Patent Application Serial No. 09/739,340 filed on December 19, 2000 and entitled "System and Method for Using Location Information to Execute and Action," by virtue of assignment recorded at Reel 011764, Frame 0617.

Petitioner, BellSouth Intellectual Property Corporation, hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the above-identified application, which would extend beyond the expiration date of the full statutory term of U.S. Patent No. 6,738,808 or any patent granted on U.S. Patent Application Serial Nos. 09/630,134, 09/739,162, 09/739,315, or 09/739,339, all commonly owned by Petitioner, and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to U.S. Patent No. 6,738,808 or any patent granted on U.S. Patent

Application Serial Nos. 09/630,134, 09/739,162, 09/739,315, or 09/739,339. This agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successors, or assigns.

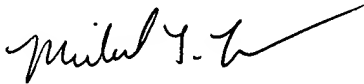
In making the above disclaimer, Petitioner does not disclaim the terminal part of any patent granted on the above-identified application that would extend to the full statutory term as presently shortened by any terminal disclaimer of U.S. Patent No. 6,738,808 or any patent granted on U.S. Patent Application Serial Nos. 09/630,134, 09/739,162, 09/739,315, or 09/739,339, in the event that U.S. Patent No. 6,738,808 or any patent granted on U.S. Patent Application Serial Nos. 09/630,134, 09/739,162, 09/739,315, or 09/739,339 expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321(a), has all claims canceled by a reexamination certification, or is otherwise terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

For submissions on behalf of an organization (e.g. corporation, partnership, university, government agency, etc.), the undersigned (whose title is supplied below) is empowered to act on behalf of the organization.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,

MERCHANT & GOULD, LLC



Michael T. Lukon

Reg. No. 48,164

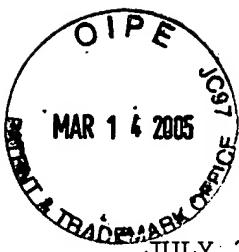
Attorney for Applicant

Date: March 10, 2005

MERCHANT & GOULD, LLC  
P.O. Box 2903  
Minneapolis, MN 55402-0903  
(404) 954.5100

**39262**

PATENT TRADEMARK OFFICE



UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
ASSISTANT SECRETARY AND COMMISSIONER  
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Washington, D.C. 20231

JULY 20, 2001

PTAS



\*101709779A\*

SHAW PITTMAN  
POH C. CHUA  
1650 TYSON BOULEVARD  
MCLEAN, VA 22102

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 05/01/2001

REEL/FRAME: 011764/0617  
NUMBER OF PAGES: 6

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

MOTON, ROBERT T., JR.

DOC DATE: 04/05/2001

ASSIGNOR:

ENZMANN, MARK J.

DOC DATE: 03/29/2001

ASSIGNOR:

ZELLNER, SAMUEL N.

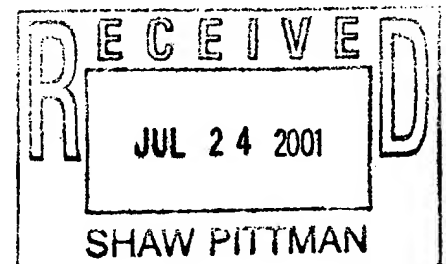
DOC DATE: 04/13/2001

ASSIGNEE:

BELLSOUTH INTELLECTUAL PROPERTY  
CORP.  
824 MARKET STREET, SUITE 510  
WILMINGTON, DELAWARE 19801

SERIAL NUMBER: 09739340  
PATENT NUMBER:

FILING DATE: 12/19/2000  
ISSUE DATE:



011764/0617 PAGE 2

SEDLEY PYNE, PARALEGAL  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

05-09-2001

Patent No.: BS00-068

EET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



101709779

Tab settings → → →

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Robert T. Moton, Jr.  
Mark J. Enzmann  
Samuel N. Zellner

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

5-1-01

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: March 29, 2001

2. Name and address of receiving party(ies):

Name: BellSouth Intellectual Property Corp.

Address: 824 Market Street

Suite 510

City: Wilmington

State/Prov.: DE

Country: U.S.A.

ZIP: 19801

Additional name(s) & address(es)

☐ Yes ☒ No

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

Patent Application No.

Filing date

B. Patent No.(s)

09/739,340

December 19, 2000

Additional numbers

☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Poh C. Chua

Registration No. 44,615

Address: SHAW PITTMAN

1650 Tysons Boulevard

05/08/2001 6TON11 00000293 09739340

01 FC:581

40.00 UP

City: McLean

State/Prov.: VA

Country: U.S.A.

ZIP: 22102

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41):.....\$ 40.00

☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account

☐ Authorized to be charged to deposit account

8. Deposit account number:

50-1390

40E

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Poh C. Chua

Name of Person Signing

Signature

May 1, 2001

Date

Total number of pages including cover sheet, attachments, and

6

**ASSIGNMENT**

WHEREAS, Robert T. Moton, Jr., residing at 12105 North Hickory Trace, Alpharetta, Georgia 30004; Mark J. Enzmann, residing at 205 Sailwind Court, Roswell, Georgia 30076 and Samuel N. Zellner, residing at 2350 Fenhurst Place, Dunwoody, Georgia 30338 (hereinafter "Assignors") have invented certain new and useful improvements in SYSTEM AND METHOD FOR USING LOCATION INFORMATION TO EXECUTE AN ACTION a full description of which reference is here made to an application for Letters Patent of the United States of America filed in the U.S. Patent and Trademark Office on December 19, 2000 and assigned serial no. 09/739,340; and

WHEREAS, BellSouth Intellectual Property Corporation, a corporation of the State of Delaware, having its principal office and place of business at 824 Market Street, Suite 510, Wilmington, Delaware 19801 (hereinafter "Assignee") is desirous of acquiring the entire right, title, and interest in, to, and under said invention and application above identified, and in, to, and under any Letters Patent that may be obtained for said invention, together with all foreign rights corresponding thereto, as hereinafter more fully set forth.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that, for and in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient considerations, the receipt of which by Assignors from Assignee is hereby acknowledged, Assignors have agreed to sell, assign, and transfer and by these presents do hereby sell, assign, and transfer unto Assignee the entire right, title, and interest in, to, and under: said invention and application above identified; any Letters Patent of the United States of America that may be obtained in respect thereof; any corresponding applications for Letters Patent and Letters Patent therefor in all other areas of the world; and any reissues, extensions, substitutions, confirmations, divisions, and continuations of any of the foregoing (hereinafter "Invention Rights"), to have and to hold for the sole and exclusive use and benefit of Assignee forever.

Assignors hereby covenant and agree, for themselves and for their respective legal representatives, to assist and cooperate with Assignee in the preparation and prosecution of any applications included within the Invention Rights and in the prosecution or defense of any interference, re-examination, re-issue, opposition, or other proceeding that may arise in connection with any applications or Letters Patent included within the Invention Rights and further to execute and deliver to Assignee any and all additional papers that may be requested by Assignee for the purpose of implementing the terms of this ASSIGNMENT.

Assignors hereby authorize and empower Assignee to invoke and claim for any applications or Letters Patent included within the Invention Rights the benefit of any rights to which Assignors might be entitled under international law or under the laws of any particular country (such as, without limitation, the right of priority provided by the International Convention for the Protection of Industrial Property, as amended) and to invoke and claim such rights without further written or oral authorization from Assignors.

Assignors hereby consent that a copy of this ASSIGNMENT shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and more particularly in proof of the right of Assignee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended.

Assignors covenant and agree that this ASSIGNMENT and all of the terms hereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignors.

Assignors hereby authorize and request the Commissioner of Patents of the United States Patent and Trademark Office to issue Letters Patent to Assignee in accordance with the terms of this ASSIGNMENT.

IN TESTIMONY WHEREOF, the said Assignors have respectively hereunto set their hands on the dates indicated below.

SIGNATURE: Robert T. Moton, Jr.

NAME:

Robert T. Moton, Jr.

DATE: 4/5/01

STATE OF GEORGIA

COUNTY OF FULTON

I, Elizabeth A. Mussell, a Notary Public in and for the County and State aforesaid, do hereby certify that Robert T. Moton, Jr., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 5th day of April, 2001.

(SEAL)

Elizabeth A. Mussell  
Notary Public

Notary Public, Cobb County, Georgia.  
My Commission Expires Aug. 12, 2003.



SIGNATURE: Mark J. Enzmann

NAME: Mark J. Enzmann

DATE: 3/29/01

STATE OF Georgia

COUNTY OF Fulton

I, MARGARET KING, a Notary Public in and for the County and State aforesaid, do hereby certify that Mark J. Enzmann, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 29 day of MARCH, 2001.



Margaret M. King  
Notary Public

SIGNATURE: \_\_\_\_\_

NAME: Samuel N. Zellner

DATE: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that Samuel N. Zellner, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

(SEAL)

\_\_\_\_\_  
Notary Public

SIGNATURE: \_\_\_\_\_

NAME: Mark J. Enzmann

DATE: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that Mark J. Enzmann, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

(SEAL)

\_\_\_\_\_  
Notary Public

SIGNATURE: Samuel N. Zellner

NAME: Samuel N. Zellner

DATE: 4/13/01

STATE OF GA

COUNTY OF FULTON

I, JOHN ANDERSON, a Notary Public in and for the County and State aforesaid, do hereby certify that Samuel N. Zellner, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 13 day of APRIL, 2001.

(SEAL)

John Anderson  
Notary Public